

RICHARD M. WILLIAMS (SBN 68032)  
GREGORY M. GENTILE (SBN 142424)  
J. MARK THACKER (SBN 157182)  
ROPERS, MAJESKI, KOHN & BENTLEY  
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San Jose, CA 95113  
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Attorneys for Defendant  
GLOBAL EQUITY LENDING INC.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

DOLORES A. ARREGUIN, for herself  
and other members of the general public  
similarly situated,

Plaintiff,

v.

GLOBAL EQUITY LENDING, INC., a  
Georgia Corporation; and DOES 1 through  
10, Inclusive,

Defendant.

CASE NO. C 07 6026

**SUPPLEMENTAL DECLARATION OF  
SANDRA CROTEAU IN SUPPORT OF  
DEFENDANT GLOBAL EQUITY  
LENDING, INC.'S MOTION TO DISMISS  
FOR IMPROPER VENUE AND MOTION  
TO COMPEL ARBITRATION**

**Date: March 17, 2008**  
**Time: 2:00 p.m.**  
**Courtroom: 15. 18<sup>th</sup> Floor**  
**Honorable Hon. Marilyn Hall Patel**

Complaint filed: November 29, 2007

I, SANDRA CROTEAU, hereby declare that the following is true and accurate. I have personal knowledge of the facts set forth in this declaration, and if called to testify, I would competently testify in the following manner.

1. This declaration supplements my declaration previously submitted in support of Global Equity Lending, Inc.'s motion to compel arbitration and motion to dismiss. I have personal knowledge of the facts set forth in this declaration, and if called as a witness, I could and would testify as follows.

2. World Lending Group, Inc. changed its name to Global Equity Lending, Inc. on November 21, 2003.

1           3.       My previously submitted declaration stated Ms. Arreguin became associated with  
2       Global Equity Lending, Inc. on April 2, 2002. On that date, according to Global Equity Lending,  
3       Inc.'s records, Delores Arreguin signed the employment agreement and her status as a Global  
4       Equity Lending, Inc. employee was tentatively approved pending a final background  
5       investigation.

6           4.       After the background investigation of Delores Arreguin was completed, her  
7       official employment with Global Equity Lending, Inc. began July 29, 2002.

8           5.       My previously submitted declaration was in error in identifying the actual form of  
9       the initial Mortgage Loan Originator Employment Agreement executed by Ms. Arreguin. This  
10      error was the result of the method in which Global Equity Lending, Inc. tracks the compliance  
11      status of employees and prospective employees. Global Equity Lending, Inc. maintains a  
12      database of signatures and the dates of signatures on employment contracts to establish that  
13      employees and prospective employees executed an employment contract and executed it on a  
14      particular date. These signatures are then matched with a contract exemplar to complete the  
15      document when it needs to be produced. As a result of additional investigation caused by Ms.  
16      Arreguin's claim that she was not employed by World Lending Group, Inc. until July 29, 2002, I  
17      identified the actual form agreement electronically executed by Delores Arreguin at the  
18      commencement of her employment with World Lending Group, Inc. Attached to this  
19      supplemental declaration as Exhibit "A" is a true and correct copy of the web pages through  
20      which Ms. Arreguin navigated in completing her application for employment with World Lending  
21      Group, Inc.

22          6.       In order to apply for employment, Ms. Arreguin was required to visit World  
23      Lending Group, Inc.'s website and the web pages attached as Exhibit "A." She was required to  
24      complete the information requested on Pages 1 and 2 of Exhibit "A." Upon completion of this  
25      information, she was required to click on the "Submit" button shown at the bottom of Page 2.  
26      The offer letter shown on Page 3 would then have been displayed on Ms. Arreguin's computer  
27      screen with her name and address shown in the letter. She was then required to click on the  
28      "Next" button shown at the bottom of Page 3. The Agreement shown on Pages 4 through 10

1 would then have been displayed on Ms. Arreguin's computer screen in its entirety. In order to  
2 evidence her acceptance of the terms and conditions of the Agreement, Ms. Arreguin was  
3 required to click on the boxes adjacent to the statements A through D on Page 10, and type her  
4 name in the box at the bottom of that page. Additionally, if she agreed to the terms and  
5 conditions of the Agreement, she was also required to click on the "I Accept" button at the bottom  
6 of the screen. Additionally, on the initial screen displaying the Agreement, Page 4 of Exhibit  
7 "A", she was advised that she could obtain a printed version of the Agreement by either sending a  
8 message through the website or calling a telephone number.

9 7. Upon completion of the remaining portions of Exhibit "A," Ms. Arreguin's  
10 application was reviewed by World Lending Group's representatives, and accepted. She was sent  
11 a formal acceptance letter, a copy of which is attached to Ms. Arreguin's declaration as Exhibit 1.

12 8. The Agreement which Ms. Arreguin electronically executed in the manner  
13 described above contained an arbitration provision and a forum selection provision identical to  
14 those set forth in the Agreement attached to my initial declaration as Exhibit "A." These  
15 provisions remained in effect in identical form throughout Ms. Arreguin's employment with  
16 World Lending Group, Inc. and Global Equity Lending, Inc.

17 9. Ms. Arreguin could not have become an active employee with World Lending  
18 Group/Global Equity Lending unless or until she electronically executed the Agreement and  
19 completed training. Her loan applications would not have been processed and she could not have  
20 been paid unless she was an active employee. Moreover, beginning in 2004, all loan originators,  
21 including Ms. Arreguin, were required to submit loan applications via the Global Equity Lending  
22 Mortgage Closing System which she could not have done unless she was an active employee.

23 10. Except for the employment date and the actual version of the Agreement as noted  
24 above, my previously submitted declaration is accurate.

25 11. I understand that plaintiff's counsel has argued that Norcross, Georgia is a  
26 "podunk town." In reality, Norcross is a city within the greater metropolitan area of Atlanta,  
27 Georgia.

1 I declare under penalty of perjury under the laws of the State of California that the  
2 foregoing is true to the best of my information and belief and that this declaration is executed on  
3 February 29, 2008, at Johns Creek, Georgia.

4   
5 SANDRA CROTEAU

Ropers Majeski Kohn & Bentley  
A Professional Corporation  
Redwood City

RC1/5055322.2/DB

**SUPPLEMENTAL DECLARATION OF  
SANDRA CROTEAU**

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CASE NO. C 07 6026



#### Home

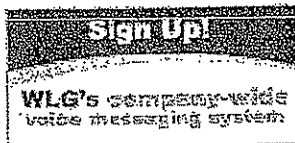
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## Employment Application

### World Lending Group, Inc. Employment Application

This application is not an employment contract, but is intended to evaluate suitability for employment of the company to provide equal employment to all qualified persons without discrimination on race, religion, age, marital status, national origin, citizenship, disability, verteran status, or any protected under state and federal law. It is also the policy of the company to have the option of employment screening before a job offer is made. Once a job offer is made, employment may successful completion of several items including but not limited to a background check.

*verteran*

#### Personal Information

First Name:

Last Name:

Common Name:

SSN/SSI: 284-72-4047

#### Contact Information

Daytime Phone: (  )  -

Home Phone: (  )  -

Email Address:

#### Address Information

Street:

City:

State:

Postal ZIP:

Country:

#### Background Questions

1. Are you at least 18 years of age and legally eligible for work in the United States?
2. Can you perform the requirements of this job with or without reasonable accommodations?
3. Are you currently bound by a non-competition or trade secret agreement?

If yes, please explain:

4. Have you ever been discharged or asked to resign from a job?
5. Have you ever been convicted of or pled guilty to a felony or other crime?

If yes, please explain:

6. Do you have a valid driver's license?

a. If yes, Driver's license number:  State of Issue:

b. List of states from which you hold or have held a driver's license:

7. Have you had your driver's license suspended or revoked or had your driving privileges modified by a court of law?

If yes, please explain:

**Applicant's Certification Agreement** (Check all that apply)

- ☒ 1. I authorize the investigation of all statements contained in this application and release from a or employers supplying such information, and I also release the Company from all liability wh making the investigation.
- ☒ 2. I certify that the facts and information set forth in this application are true and complete to the knowledge. I understand that any falsification, misrepresentation or omission of facts on this: required documents) will be cause for denial of employment or immediate termination of emp of when or how discovered.
- ☒ 3. I agree, if I am offered and accept a position, to conform to all existing and future Company n and I understand that the Company reserves the right to change commissions, hours and wo deemed necessary. I also understand and agree that I may resign or be terminated, with or w with or without notice, at any time.
- ☒ 4. I understand that any employment offer is contingent upon my providing, within three (3) wor employment, valid proof of identity and eligibility to work in order to comply with the Immigra Control Act of 1986.
- ☒ 5. I understand that any intentional or negligent misrepresentation(s) of the information in a mortg result in civil and/or criminal penalties.
- ☒ 6. I have read and reviewed the information provided in this application and the above statemer application for employment and clicking the "Submit Application" button below, I certify that I agree to all parts of it and have answered all questions completely and fully.

Type Name:

Submit

Cancel





#### Home

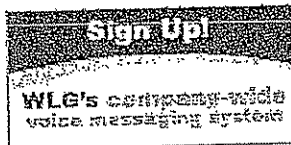
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## Offer Letter

Wednesday, October 02, 2002

Dear :

We are excited to make this formal offer of employment for your acceptance of a position as a Loan Originator with World Lending Group. We look forward to you joining our company.

As a Loan Originator you will be paid in accordance with the published commissions schedule. Commissions, bonuses and other financial considerations are paid as an exempt employee in accordance with the Fair Labor and Standards Act's exemption for outside salespersons.

Please be aware this letter is not an employment contract and is intended solely to communicate basic employment information. The information contained in this letter is predicated upon your successful completion of all steps in the employment process, including but not limited to:

- Applicable background checks;
- Return of all necessary employment paperwork;
- Acceptance and signing of the "Mortgage Loan Originator Agreement;" and
- Receipt of Welcome Letter from corporate office indicating your official start date.

Please remember, candidates of World Lending Group cannot solicit mortgages or be paid commissions until receiving a welcome letter indicating an official start date from the World Lending Group corporate office.

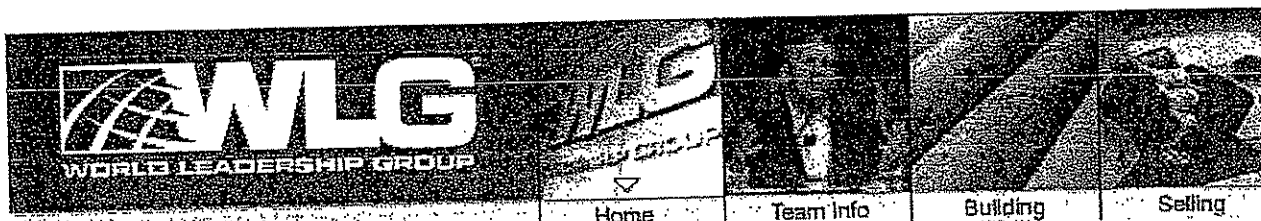
In addition, you will be required to complete the following within ninety (90) days of your employment:

- Required training;
- Required certification tests;

Patricia, once again, I would like to express our excitement at your decision to join our team. If you have any questions regarding the terms of your employment or need assistance, do not hesitate to contact me by email at [kathleenm@wlgmail.com](mailto:kathleenm@wlgmail.com). I will be pleased to assist you in whatever way I can.

Sincerely,  
Kathleen McGrath  
Director of Human Resources

Next

**Home**

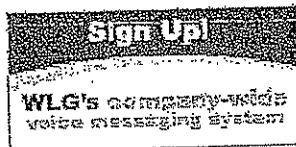
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## Loan Originator Agreement

Please read the following agreement carefully. To obtain a printed version of this agreement click the "Contract" button at the end of the agreement or call 678-966-7740.

### World Lending Group, Inc. Mortgage Loan Originator Employment Agreement

This Mortgage Loan Originator Employment Agreement ("Agreement"), made and entered into effective as of the date of execution by the parties hereto, is by and between World Lending Group, Inc. a Georgia corporation (hereinafter "WLG"), and the undersigned individual (hereinafter "Loan Originator");

#### RECITALS

WHEREAS, WLG is engaged in the activity of originating loans evidenced by notes ("Notes") secured by mortgages ("Mortgages") on real property (hereinafter the Mortgages and Notes collectively referred to as "Loans") for mortgage lenders and is desirous of employing Loan Originator to obtain and prepare loan applications and other materials from prospective borrowers ("Applicants");

WHEREAS, Loan Originator is desirous of becoming employed by WLG to assist WLG in obtaining and preparing loan applications and other materials from Applicants;

NOW, THEREFORE, in consideration of mutual promises of and benefits to be derived by the parties WLG, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, WLG hereby agrees to employ Loan Originator, and Loan Originator agrees to be employed by WLG, subject to the following terms and conditions:

#### 1. Loan Originator's Duties, Responsibilities, Limitations on Authority.

1.1 Generally. Loan Originator shall use his or her best efforts to originate real estate loans on WLG's behalf by contacting the public and members of the real estate profession. All originating activities shall be done in a prudent manner and shall conform to the standards required by WLG as well as applicable federal and local regulations and statutes. In particular, Loan Originator covenants that he or she shall comply with the Federal Equal Credit Opportunity Act and its Regulation B, the Fair Housing Act, the Home Mortgage Disclosure Act and its Regulation C, the Federal Truth-in-Lending Act and its Regulation Z, and the Real Estate Settlement Procedures Act and its Regulation X. Loan Originator understands and agrees that Loan Originator has an obligation to all Applicants to ensure that Applicants are fully advised of the various loan options available to them prior to obtaining and submitting an application to WLG. Loan Originator shall counsel each Applicant by analyzing the Applicant's income and credit history, pre-qualifying the Applicant to determine what the Applicant can afford; consulting with the Applicant about home financing, including advising Applicant about different loan products, closing costs, and monthly payments; assisting in collecting from Applicant financial information (including tax



bank statements) necessary for the application process; maintaining regular contact with Applicant and others between the time the application is submitted to WLG and the loan closing; apprise Applicant of the status of the application and to gather any additional information as to all applications which are accepted for processing; Loan Originator voluntarily agrees to (1) application (including taking information from Applicants and assisting Applicants in filling out application), submit the application to WLG, and assist in attaining such supplementary information may be requested of Loan Originator by the processing agent in the event the Applicant does not respond to the processing agent's information requests in a timely manner.

1.2 Compliance With WLG Rules and Guidelines. The Loan Originator agrees to comply with all rules and guidelines set forth in the Mortgage Loan Originator Agreement Rules and Guidelines ("Rules and Guidelines") and other written policies, instructions and procedures, either now or as issued from time to time by WLG, which by this reference are made part of this Agreement. Rules and Guidelines are those rules and guidelines published in writing from time to time by WLG Loan Officers containing certain additional requirements imposed on WLG Loan Officers as a result of their contractual relationship with WLG and other matters affecting WLG Loan Officers. WLG also reserves the right to change its policies and procedures of WLG and the operational rules and regulations required by the various regulatory agencies.

1.3 Business Cards, Advertising. Loan Originator shall have the authority to represent WLG on business cards, announcements, or other documents, that Loan Originator is an employee of WLG performing mortgage loan origination services. WLG will provide such advertising and promotional materials as it deems appropriate. Loan Originator shall not engage in any additional advertising or marketing materials that are not approved in advance shall first submit such advertising or marketing materials to WLG for approval before circulating them to the public.

1.4 Other Contractual Affiliations. Subject to the provisions of this Paragraph 1.4, Loan Originator may engage in other business activities to the extent such other activities do not conflict with Loan Originator's employment duties hereunder. Notwithstanding the foregoing terms of this Agreement, Loan Originator shall not, except with respect to Exempt Business (as defined in Section 6.4 hereof), if any: i) be associated with, be a representative of, or enter into a contractual agreement of any kind with any other mortgage brokerage or mortgage banking firm; ii) maintain any mortgage broker license; or iii) originate any real estate loans except on behalf of WLG. Loan Originator agrees to immediately notify WLG in writing if Loan Originator acquires or obtains an interest in or affiliation with any other mortgage brokerage or mortgage banking firm, or engages in any employment relating to the origination of real estate loans, either directly or indirectly, whether with any person or entity other than WLG. Loan Originator shall immediately notify WLG if Loan Originator becomes involved in any activity that would create the possibility of a conflict of interest on the part of Loan Originator with respect to WLG or any services offered by or on behalf of WLG.

1.5 No Other Authority. Except as set forth in this Paragraph 1, Loan Originator shall not have any authority, and shall under no circumstances hold himself or herself out to any person as having authority, to represent or obligate WLG in any manner.

2. Compensation. For all services to be rendered hereunder, Loan Originator shall be compensated on a commission basis only, in the amounts and at the times set forth on WLG's published commission schedules as amended from time to time. Loan Originator's compensation shall be paid in accordance with WLG's normal commission payroll practices in effect from time to time and shall be reported on Federal form W-2 as employee compensation, subject to FICA, FUTA, and income tax withholding as required by federal, state, and local laws. Loan Originator agrees that, where required by law, Loan Originator shall disclose to customers all the fees that Loan Originator will be paid for services rendered in connection with this Agreement in a form approved by WLG and in accordance with state and federal regulations. WLG shall, in its sole and absolute discretion, have the right to change, modify, increase or decrease any commissions payable pursuant to this Agreement; provided, however, that any modifications, alterations, or decreases shall be effective only on a prospective basis. Except as set forth above, Loan Originator shall not be entitled to receive any other compensation or benefit from WLG of any kind or nature.

3. Term and Termination. This Agreement shall commence on the date of execution of this Agreement and shall continue until it is terminated in accordance with the provisions hereof. This Agreement is terminable at will by either party upon advance written notice of seven (7) days. This Agreement shall also terminate by operation of law or upon the death or disability of Loan Originator. Upon termination of this Agreement, except as otherwise provided hereunder and except as to commissions earned by Loan Originator prior to the effective date of termination, which shall be paid by WLG to Loan Originator within a reasonable period of time, the parties shall have no further obligations with respect to each other.

4. Loan Applications, Programs. WLG, in its sole discretion, may reject any application for a loan for reasons of its own business convenience, and nothing herein shall be construed to require the processing of any loan application presented by Loan Originator. WLG shall have the sole discretion in determining what loan programs it will offer and what Loans it will make. All Loans shall be made in the name of WLG or such other names as WLG shall determine.

5. Representations. Loan Originator agrees that at all times during the term of this Agreement, Loan Originator shall devote such time and effort as are necessary to faithfully perform the duties and responsibilities of Loan Originator's ability. Loan Originator specifically represents to WLG that by entering into this Agreement, Loan Originator does not intend to, and will not, conflict with or violate any other agreement or understanding to which the Loan Originator is a party or any law, regulation, or order, including but not limited to any disciplinary orders or requirements of any regulatory agency to which the Loan Originator is subject. Loan Originator agrees that it is and will continue to be in compliance with all applicable state and federal laws, regulations governing the business contemplated by this Agreement.

6. Covenants.

6.1 General. Loan Originator acknowledges and agrees that WLG is the owner of all Applicants placing Loans through WLG, and that these Applicants comprise a substantial part of the business and goodwill of WLG. To protect the business and goodwill of WLG and all confidential information belonging to WLG, the parties have agreed to a limited period of non-competition, non-solicitation, and non-disclosure of confidential information following termination of this Agreement. Such covenants relate solely to the business of WLG, and to WLG's Applicants, however, and are not intended to prevent Loan Originator from rendering mortgage origination services, if Loan Originator so chooses.

6.2 Non-Competition. Upon termination of this Agreement, Loan Originator agrees to a non-competition period of one (1) year following such termination. Loan Originator will not, without the written consent of WLG, directly or indirectly solicit or accept loan applications from, or perform any of the services performed within the scope of this Agreement for, any Applicant or WLG employee or contractor other than Loan Originator's Exempt Persons as hereinafter defined) with whom Loan Originator has had contact or established a business relationship during the term of this Agreement. Exempt Persons shall consist of: (i) any persons, identified by name and city and state of residence, and with respect to whom Loan Originator provides written documentation as of the date of execution of this Agreement establishing that such persons are existing customers of Loan Originator, and (ii) any persons identified by name and city and state of residence, and with respect to whom Loan Originator provides written documentation as of the date of execution of this Agreement establishing that such persons are contractually affiliated with Loan Originator, and who thereafter become Loan Originators of WLG within thirty (30) days from the date of this Agreement.

6.3 Confidential and Proprietary Information. Loan Originator acknowledges that, in the course of Loan Originator's employment with WLG pursuant to this Agreement, Loan Originator will be acquainted with confidential information belonging to WLG. This information relates to persons and corporations that are or may become customers, financing entities, or accounts of WLG. During the term of this Agreement, this provision includes the names of all customers, lenders, rates, and other requirements. Loan Originator will not, without the written consent of WLG, disclose or make use of such confidential information. All Loans placed and all WLG records of Applicants or of any other business, whether prepared by Loan Originator during the term of this Agreement or otherwise, shall remain the property of WLG.

into Loan Originator's possession and control, shall remain and be the exclusive property of be surrendered to WLG upon termination of this Agreement. Loan applications, files, forms documentation procured during the term of this Agreement are the property of WLG and shall be removed from the present premises or control of WLG without its express written consent. All loan application, files, or documents, shall be surrendered to WLG immediately upon the termination of this Agreement.

**6.4 Organizing Competitive Business/Soliciting WLG Loan Originators or Employees.** For an Exempt Business Activity, Loan Originator agrees that during the term of this Agreement, Loan Originator will not directly or indirectly undertake the planning or organizing of any business competitive with the work Loan Originator performs as an employee pursuant to the terms of this Agreement. Loan Originator agrees that Loan Originator will not, for a period of two (2) years after termination of this Agreement, directly or indirectly, solicit any of WLG's independent contractors, officers or employees, with whom Loan Originator during the term of this Agreement had personal contact (but excluding any of Loan Originator's Exempt Persons) to work for Loan Originator or other competitive company. "Exempt Business Activity" shall mean any business activity with which Loan Originator provides written documentation as of the date of execution of this Agreement establishing that Loan Originator is already engaged in such business activity, and that, to the reasonable satisfaction of WLG, in such business activity Loan Originator does not originate or offer Loans offered by WLG.

**6.5 Indemnification.** Loan Originator shall indemnify WLG for and hold it harmless against any and all claims, losses, liabilities, damages, taxes, penalties, fines, forfeitures, reasonable legal fees and expenses, judgments, and other costs and expenses that WLG may sustain, in whole or in part, and/or resulting from any claim, demand, defense or assertion based on or grounded upon, in whole or in part, from a breach of any representation, warranty, or covenant by Loan Originator under this Agreement. This indemnity shall survive the termination of this Agreement.

#### **7. Arbitration of Grievances.**

**7.1 General.** The Parties agree that, except as specifically provided to the contrary in this Agreement, any controversy, claim or dispute arising out of or relating to this Agreement ("Grievance") between the Loan Originator, on the one part, and WLG and/or any of its officers and employees, on the other part shall be resolved exclusively by arbitration in accordance with this Paragraph 7. For purposes of this Paragraph 7, the terms "Party" and "Parties" include WLG, the Loan Originator, and other officers and employees of WLG. All Grievances, unresolved in the normal course of business, to the extent that any Party wishes to pursue the matter further, shall be resolved by arbitration in accordance with the Commercial Arbitration Rules ("Rules") of the American Arbitration Association then in effect, except that, or in addition to such Rules: i) in order to assure neutrality and impartiality of the arbitrator(s), and to preserve the confidentiality of proprietary information, the arbitrator(s) shall be any present or past owner, officer, director, employee, consultant, contractor, agent, attorney, or other representative of any mortgage company, mortgage broker, mortgage banker, or of any of them; ii) the locale where the arbitration shall be held is the principal business location of WLG, Norcross, Georgia; iii) a transcript shall be made of the proceeding; and iv) the arbitrator(s) shall state their findings of fact and conclusions of law. The award, including such findings and conclusions may be reviewed, vacated, modified or corrected upon application or petition brought within thirty (30) days after the date of the award, by a court of competent jurisdiction that in addition to the grounds stated in the United States Arbitration Code, 9 U.S.C. § 1, and in any other applicable law or statute, the court may also vacate, modify or correct the award if the conclusions of law are contrary to law, or if the findings of fact are not supported by the facts determined by whether there was any pertinent and material evidence to support the findings. Otherwise, or in compliance with the court's review, the decision of the arbitrator(s) shall be binding. Judgment upon the award rendered by the arbitrator(s), or judgment upon the award reviewed by the court, may be entered in any court having jurisdiction thereof.

**7.2 Waiver of Litigation.** The Parties acknowledge and agree that they are engaged in transactions involving interstate commerce and that, except as specifically provided to the contrary in this Agreement, this Paragraph 7 is and shall be the exclusive remedy for any Grievance arising out of or relating to this Agreement, or the breach of any provision of this Agreement.

Except as specifically provided to the contrary in this Agreement, the Parties expressly waive to litigate in a judicial forum all Grievances and waive the right to trial by jury. The Parties further agree that the findings of fact issued by the arbitrator(s), as reviewed, if applicable, shall be binding on any subsequent arbitration, litigation or other proceeding.

**7.3 No Condition Precedent to Action and Power of Arbitrators.** Anything herein or contained to the contrary notwithstanding, WLG shall not be required to negotiate, arbitrate or accept a condition precedent to taking any action under this Agreement. The Parties expressly authorize the Arbitrator(s) to fashion and award any type of remedy that could be awarded by a court, including equitable or extraordinary remedies as temporary and permanent injunctive relief.

**7.4 Extraordinary Relief.** The Parties agree that WLG has the right to seek preliminary temporary restraining orders, injunctions and other extraordinary relief (such orders, injunctions and other relief referred to as "Extraordinary Relief") under Paragraph 6 of this Agreement without a condition precedent to taking any action under this Agreement. The Parties agree that the requirements for arbitration under this Paragraph 7 do not preclude WLG from seeking in an arbitral or judicial forum, or in both, Extraordinary Relief to protect its rights under Paragraph 6 of this Agreement. Paragraph 7 shall not be deemed to preclude or narrow the judicial or arbitral powers regarding Extraordinary Relief.

**8. Assignment.** This Agreement may be assigned by WLG in the event of a bona fide transfer of ownership or control of the business to another person or entity; provided however, the assignee shall assume all obligations of WLG herein, in which case WLG shall be released from further liability to the Loan Originator hereunder. The personal character and skill of the Loan Originator are a material inducement to WLG to enter into this Agreement, and any attempt by Loan Originator to assign this Agreement or to assign any rights (including the right to receive commissions) which WLG may have hereunder shall be null and void, and such attempt to assign shall be considered a repudiation and termination of this Agreement by Loan Originator.

**9. Amendment.** This is the entire Agreement of the parties and any amendment or modification thereof shall be in writing and signed by both parties. This Agreement is binding upon the parties and their heirs and assigns.

**10. Waiver.** The waiver by WLG of any breach or default by Loan Originator shall not be construed as waiver of any subsequent breach or default by Loan Originator.

**11. Governing Law.** The enforcement of this Agreement shall be governed by the law of the State of Georgia and venue shall be in Cobb County or Gwinnett County Superior Court, State of Georgia.

**12. Severability.** The provisions of this Agreement are severable, and if one or more provisions thereof are found to be unenforceable in whole or in part, the remaining provisions and any enforceable provisions will nevertheless be binding and enforceable to the full extent of the law.

**13. Fiduciary Obligation.** Loan Originator acknowledges that WLG, as a licensed mortgage lender/broker, may bear the responsibility to third parties for all actions of its employees. Loan Originator hereby acknowledges and agrees that Loan Originator is responsible for the content and quality of each application taken and each Loan submitted to WLG. Loan Originator understands that the submission of a loan application containing false information is a crime and that loan fraud is not limited to submission of inaccurate information, including false statements on loan applications and falsification of documents purporting to substantiate credit, employment, deposit and income information, personal information including identity, ownership/non-ownership of real property, partially or predominantly accurate information; incorrect statements regarding current occupancy; intent to maintain minimum occupancy as stated in the security instrument; lack of due diligence in the selection of property.



Loan Originator, including failure to obtain all information required by the application and fail request further information as dictated by borrower's response to other questions; unquest acceptance of information or documentation which is known, should be known, or should be to be inaccurate; simultaneous or consecutive processing of multiple owner occupied loans applicant supplying different information on each application; allowing an applicant or intere party to "assist" with the processing of the loan; Loan Originator's non-disclosure of relevant information. Loan Originator acknowledges that fraudulent loans cannot be sold into the sec market and, if sold, will require repurchase by WLG and fraudulent loans damage WLG's cc agreements with its investors and mortgage insurance providers. If Loan Originator partici fraud of any kind, the following is a list of a few of the potential consequences that may rest Originator: criminal prosecution; immediate termination of this Agreement; loss of lender ac exchange of information between lenders, mortgage insurance companies, including submi: information to investors (FHLMC/FNMA), police agencies, and the Department of Financial civil action by WLG; civil action by applicant/borrower or other parties to the transaction.

14. Previous Agreements. This Agreement supersedes any and all previous agreeme the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement by affixing their sigi thereto.

**New Loan Originator's Acknowledgements**

**You must check the following acknowledgments to continue:**

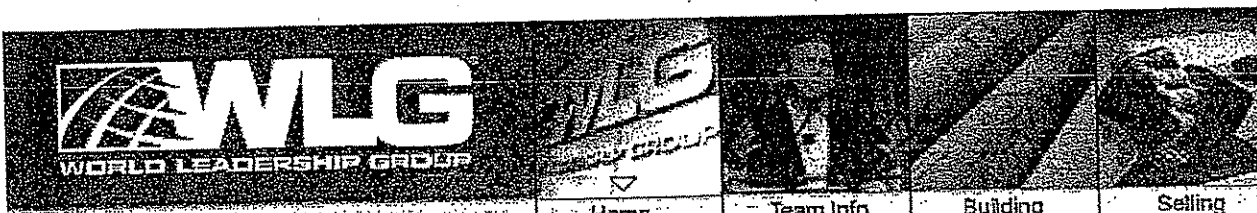
- ☐ A. My becoming an employee of World Lending Group will not violate the terms of or interfere wit agreement or business relationship that I have or have had with any third party, including without li Financial Group, Inc..
- ☐ B. Upon becoming an employee of World Lending Group, I will not engage in any business practi nor will I take any action, which will result in any violation of any restrictions or covenants to which I pursuant to any agreement to which I was previously a party, including, without limitation, any agre World Financial Group, Inc.
- ☐ C. World Lending Group, its officers, directors, shareholders and employees have not induced m whatsoever to terminate any contract, agreement or business relationship that I presently have or t any third party, including without limitation, any agreement with World Financial Group, Inc.
- ☐ D. I understand that these acknowledgments constitute a part of my World Lending Group, Inc., t Originator Employment Agreement to which I am bound and are material representations upon whi Lending Group shall rely in its acceptance of my Mortgage Loan Originator Employment Agreeemer

Printed Name: \_\_\_\_\_

Date: Wednesday, October 02, 2002

By typing my full name and clicking "I Accept" below I signify my acceptance of the World Lending Group Originator's Acknowledgments.





#### Home

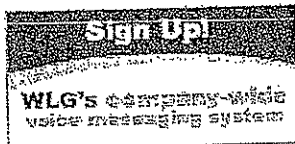
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## Payment

We will now need to collect payment for the World Lending Group Testing Fee. The next page will prompt you for your credit card information. Our payment process is performed over a secure connection so your information is encrypted, providing a safe and secure process. After completing the payment process, you will be shown an invoice for your appointment payment.

If you experience any problems during this process, please email us at [support@wlgmail.com](mailto:support@wlgmail.com).

You must agree to the following statements to continue:

I hereby authorize WLG to charge my credit card for the \$125 testing fee.

WLG accepts Visa, MasterCard, American Express, and Discover only.



#### Home

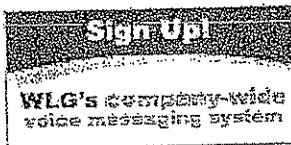
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## Credit Card Information

Please enter your credit card information below and click the "Submit" button to continue.

NOTE: Required fields are marked with \*.

### Purchase

Item Description: World Lending Group Mortgage Testing Fee  
Cost: \$125.00

### Customer

First Name:   
Last Name:   
Email:

### Billing Address

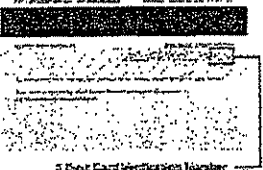
Address:   
  
City:   
State:   
Postal/Zip Code:   
Country:   
Phone: (  )  -

### Credit Card

Card Type:   
Name:   
*As it appears on the card*  
Credit Card Number:   
*No punctuation or spaces*

Expiration: 10 / 2002

Security Code:



Click image for larger view

[Using American Express?](#)

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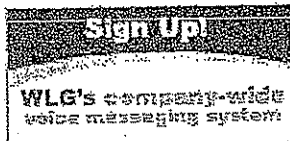
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## Invoice

Thank you for your payment. This page contains invoice details of your payment. Please print and keep a copy of this page for your records. In addition, we've sent an email containing this information to your registered email address.

Invoice Date: 10/02/2002 12:50:22 PM EST

Agent ID:

Customer ID:

Item:











Order Number:

Payment Number:

Item Cost:

Amount Paid:

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### Sign Up!

WLG's company-wide voice messaging system

## Next Steps

### Congratulations on your decision to apply for employment with World Lending Group.

You are well on your way to satisfying your conditions of employment. Please contact us at [support@wlgmail.com](mailto:support@wlgmail.com) if you need assistance in completing your remaining conditions of employment. To complete your application for employment with World Lending Group, you must complete the following steps:

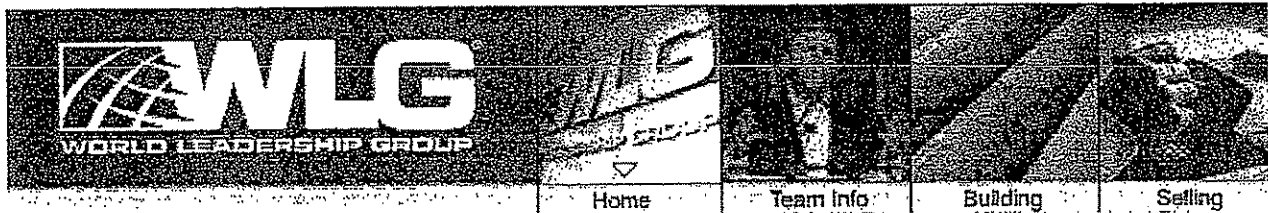
1. Visit our online forms library and download the state and federal forms required to become an employee in your state. Complete the forms and return the forms to the address indicated.
2. Complete the mortgage training. You have several options:
  - a. Contact your upline leader or email us at [support@wlgmail.com](mailto:support@wlgmail.com) to request a video presentation of mortgage training.
  - b. Ask your upline leader about a training seminar in your area or contact us at [support@wlgmail.com](mailto:support@wlgmail.com) for more information.
  - c. View the mortgage training video online at [https://www.wlg-online.com/products/lend\\_training.asp](https://www.wlg-online.com/products/lend_training.asp) ( Go to [www.wlg-online.com](http://www.wlg-online.com) and click on products. In the left hand column, click on training under the title "World Lending Group" ).
  - d. Access our online training course at [https://www.wlg-online.com/products/lend\\_training.asp](https://www.wlg-online.com/products/lend_training.asp) ( Go to [www.wlg-online.com](http://www.wlg-online.com) and click on products. In the left hand column, click on training under the title "World Lending Group" ).
3. Complete and pass the Mortgage Origination Self-Test located in our online forms library or contact us at [support@wlgmail.com](mailto:support@wlgmail.com) to request a copy. Return the completed test to the address indicated on the test.

Once you have completed the steps above, World Lending Group will review your application. If you meet all the requirements outlined above and in your Offer Letter, World Lending Group will send you a Welcome Letter indicating your official start date as an Employee of the company.

Please remember that you cannot solicit or sell mortgage products for World Lending Group until you have received a Welcome Letter indicating your official start date.

Please click [here](#) to visit our online forms library to download all required forms in your state.





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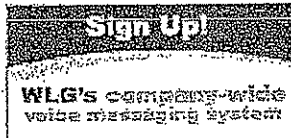
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## Employment Forms

Below you will find the required employment forms for each state. Please download, print, and forms for your state of residence.

These forms require that you have the Adobe Acrobat Reader installed on your computer. If you have the Adobe Acrobat Reader installed, you can download a free copy by clicking [here](#).

Please choose your state below and complete all paperwork. If you have any questions on any particular form, please click [here](#) and select the appropriate state and/or federal form for an e is to be completed.

**NOTE:** Employment disclaimer goes here.

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